

DEPARTMENT OF _____

**TRANSITIONAL DUTY TEAM MEMBER'S
AGREEMENT TO KEEP INJURED WORKER INFORMATION CONFIDENTIAL**

I, the undersigned, have agreed to act as a member of the Transitional Duty Team for purposes of managing the Department's Return to Work Program. My participation on the Transitional Duty Team may be a regular assignment, or may be an *ad hoc* assignment related to a work-related injury or illness suffered by one of the employees under my supervision. In either case, I understand that my participation as a Transitional Duty Team member will involve my having access to sensitive personal information pertaining to one or more employees who meet the definition of Injured Worker for the Department's Return to Work Program, which sensitive information may include, but will not necessarily be limited to, information pertaining to the health status of the Injured Worker provided by the Injured Worker or by his/her Treating Physician.

I agree to maintain the confidentiality of the sensitive personal information I have access to through my participation as a Transitional Duty Team member, including that:

1. I will access only that sensitive personal information necessary to perform my duties as a Transitional Duty Team member;
2. I will not repeat, reveal, discuss, or otherwise further provide or disclose sensitive personal information pertaining to an Injured Worker other than to persons authorized to have such information in furtherance of the objectives of the Department's Return to Work Program, or as otherwise required to perform my functions as a Transitional Duty Team member;

I agree that, if I have questions about what information is sensitive personal information or about who is authorized to receive such information from me, I will contact the Workers' Compensation Management Bureau for clarification.

I understand that the inappropriate access, use, or disclosure of sensitive personal information could cause the Injured Worker who is the subject of the sensitive personal information embarrassment or damage, and that my inappropriate access, use, or disclosure of sensitive personal information can result in disciplinary action, up to and including termination of employment. I also understand that my inappropriate access, use, or disclosure of sensitive personal information may result in civil or criminal complaints against me personally.

My signature below is my acknowledgement that I have read, understand, and agree to abide by the terms of this Confidentiality Agreement. This Confidentiality Agreement shall be effective as of the date of my signing.

Signature

Name Printed

Date